

ONLINE FILING DEMAND FOR ARBITRATION/MEDIATION FORM

This concludes your filing.

Thank you for submitting your claim to the AAA.

Your claim confirmation number is: 002-U9N-J50

To institute proceedings, please send a copy of this form and the Arbitration Agreement to the opposing party.

Your dispute has been filed in accordance with: Labor Arbitration Rules

This Claim has Been Filed For: Expedited

Filing Fee: \$125.00

Additional Claim Information

Claim Amount: \$0.00

Claim Description: On December 1, 2007, University Hospitals Health Systems, Inc. ("UH") entered into a written project labor agreement ("PLA") with the Cleveland Building and Construction Trades Council and various unions, including Building and Construction Laborers Local 310 ("Local 310"). Gilbane is the Construction Manager for UH. Under Paragraph 27 of the PLA, work at UH projects is and was to be governed by applicable collective bargaining agreements, including the Local 310 collective bargaining agreement, except where specifically modified by the PLA. Under Paragraph 29 of the PLA, contractors at the site retained exclusive right to direct their work forces subject to collective bargaining agreements. Contractors—not UH—were given exclusive right to direct their working forces and to hire, transfer, lay off, discharge and make and enforce work rules for employees. For longer than one year, Michael Harding—a laborer represented by Local 310—was employed at the UH construction site for various contractors engaged by Gilbane the construction manager. Mr. Harding was actually employed at UH projects for 3 years, working before the PLA was executed. Throughout his employment at UH and elsewhere, he capably performed his duties as a construction laborer. Most recently, Mr. Harding was employed as a laborer by Rivera Construction. In early February, 2009, UH prohibited Mr. Harding from continuing his employment as a laborer at the project, even though the authority to hire, fire, transfer or lay off employees was vested exclusively in Rivera Construction under the PLA. Gilbane acted as agent and representative of UH in preventing Mr. Harding from maintaining his employment. Mr. Harding was terminated from his employment in violation of the PLA and without just and sufficient cause. Local 310, on behalf of itself and its member demands Mr. Harding's reinstatement with back pay and benefits.

Arbitration Clause: 26. [I]f the Parties to this Agreement have any disagreements over interpretation or application of this Agreement(including on-site compliance), the aggrieved party shall have the right to process such dispute under the expedited settlement and arbitration procedures of the American Arbitration Association. . ."

Hearing Locale Requested: Cleveland , OH

Contract Date: 12/01/2007

Number of Neutrals: 1

Claimant

Building & Construction Laborers Local Union No. 310

Type of Business: Union

Name:

Company Name: Building & Construction Laborers
Local Union No. 310

Address: 3250 Euclid Avenue
Cleveland, OH 44115

Tel#: 216-881-5901

Fax#:

Email: jwilson@local310.com

Representatives

Name: Susan Gragel

Company Name:

Address: 526 Superior East
Suite 1040
Cleveland, OH 44114

Tel#: 216-771-6633

Fax#: 216-771-7559

Email: sgragel@ggcounsel.com

Include in Caption: Company

Respondent

Representatives

University Hospitals Health Systems, Inc.

Type of Business: Owner

Name:

Company Name: University Hospitals Health
Systems, Inc.

Address: 11100 Euclid Avenue
Cleveland, OH 44106

Tel#: 216-844-1139

Fax#:

Email:

Include in Caption: Company

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Your demand/submission for arbitration/mediation has been received on 02/20/2009 15:15 EST